

Union Pacific Corporation



Richard J. Ressler
Senior Corporate Attorney

RECORDATION NO. 5730-8 Filed 1425

Date 12/2/85
Fee \$ 10.00

DEC 2 1985 -2 10 PM

November 22, 1985

ICC Washington, D. C.

INTERSTATE COMMERCE COMMISSION

Hon. James H. Bayne
Secretary
Interstate Commerce Commission
17th Street and Constitution Avenue, N.W.
Washington, D. C. 20423

Re: Agreement of Conditional Sale between
Pacific Car and Foundry Company and
Pacific Fruit Express Company, dated
as of May 1, 1970

Dear Sir:

I have enclosed an original and three counterparts of the document described below, to be recorded pursuant to 49 U.S.C. §11303.

The document is a Declaration of Full Payment, dated as of November 1, 1985, by Chase Manhattan Bank, N.A., assignee of the above-captioned Agreement, consenting that the record of its title to the equipment covered by such Agreement be cancelled and discharged. The Agreement is recorded under Recordation No. 5730-A.

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to Richard J. Ressler, Union Pacific Corporation, 345 Park Avenue, New York, N.Y. 10154.

Very truly yours,

Richard J. Ressler

RJR:b
Encls.

812 7800
418

Interstate Commerce Commission
Washington, D.C. 20423

12/2/85

OFFICE OF THE SECRETARY

Richard J. Ressler
Union Pacific Corp.
345 Park Avenue
New York, N.Y. 10154

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/2/85 at 2:50pm , and assigned re-recording number(s). 3730-G

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 530-14 Filed 1125

DEC 2 1985 -2 10 PM

INVESTMENT COMMERCE COMMISSION

AGREEMENT OF CONDITIONAL SALE
BETWEEN
PACIFIC CAR AND FOUNDRY COMPANY
(Now PACCAR, INC.)

And
PACIFIC FRUIT EXPRESS COMPANY

Dated as of

May 1, 1970

DECLARATION OF FULL PAYMENT

Dated as of November 1, 1985

Agreement of Conditional Sale Between
Pacific Car and Foundry Company
(now PACCAR, Inc.)
and Pacific Fruit Express Company
dated as of May 1, 1970

DECLARATION OF FULL PAYMENT

THE CHASE MANHATTAN BANK (National Association), a national banking association organized and existing under and by virtue of the laws of the United States of America, does hereby certify that the certain Agreement of Conditional Sale dated as of May 1, 1970, by and between Pacific Car and Foundry Company (now PACCAR, Inc.) and Pacific Fruit Express Company, covering the construction, sale and delivery to said Pacific Fruit Express Company of the 200 mechanical refrigerator cars therein described, as supplemented by Supplemental Agreement dated as of May 1, 1970 (said Agreement of Conditional Sale as so supplemented having been assigned to The Chase Manhattan Bank (National Association) by Agreement and Assignment dated as of May 1, 1970), has been fully satisfied, paid and discharged.

Pursuant to Agreement dated as of March 31, 1978, Pacific Fruit Express Company ("PFE") assigned, transferred and conveyed to Union Pacific Fruit Express Company all of its right, title and interest in and to the certain railroad equipment specified in Exhibit A attached to said Agreement dated March 31, 1978

("Transferred Equipment"). With respect to the Transferred Equipment, PFE, in said Agreement dated as of March 31, 1978, assigned and transferred to Union Pacific Fruit Express Company all of its right, title and interest in, to and under said Agreement of Conditional Sale dated as of May 1, 1970, and all supplements thereto, and the said Agreement and Assignment dated as of May 1, 1970, between PACCAR, Inc. and The Chase Manhattan Bank (National Association). In said Agreement dated as of March 31, 1978, Union Pacific Fruit Express Company agreed, with respect to the Transferred Equipment, to perform and observe all the terms, covenants and conditions contained in the said Agreement of Conditional Sale dated as of May 1, 1970.

Pursuant to Assignment and Transfer dated as of May 9, 1983, and effective as of April 1, 1983, PFE assigned and transferred to Southern Pacific Transportation Company ("SPT") all of its right, title and interest in, to and under said Agreement of Conditional Sale dated as of May 1, 1970, and all supplements thereto, and the said Agreement and Assignment dated as of May 1, 1970, between PACCAR, Inc. and The Chase Manhattan Bank (National Association), and in and to the remaining railroad equipment. In said Assignment and Transfer dated as of May 9, 1983, with respect to the remaining railroad equipment, SPT agreed to assume the obligations and duties of PFE under said Agreement of Conditional Sale and Agreement and Assignment, each dated as of May 1, 1970.

The Chase Manhattan Bank (National Association) does hereby acknowledge and declare that the purchase money for the equipment

covered by said Agreement of Conditional Sale and said Supplemental Agreement has been paid in full; that all of the terms and conditions of said Agreement of Conditional Sale have been performed; that Pacific Fruit Express Company and its successor by agreement, Union Pacific Fruit Express Company, have made all payments and met all charges required by the said Agreement of Conditional Sale; that all of the indebtedness under said Agreement of Conditional Sale, and the interest thereon, have been satisfied; and that the said Agreement of Conditional Sale has terminated.

The Chase Manhattan Bank (National Association) does hereby consent that the record of its title to all the equipment covered by said Agreement of Conditional Sale be cancelled and discharged and that this Declaration may be filed or recorded or noted on the margin of the record of said Agreement of Conditional Sale wherever the same may have been filed or recorded.

IN WITNESS WHEREOF, The Chase Manhattan Bank (National Association) has caused this instrument to be executed in several counterparts by its proper officers thereunto duly authorized and its corporate seal to be hereto affixed this 12th day of November, 1985.

THE CHASE MANHATTAN BANK
(National Association)

By [Signature]
Vice President

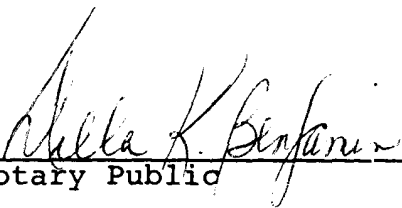
Attest:

[Signature]
Assistant Secretary

[Corporate Seal]

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 12th day of NOVEMBER, 1985, before me appeared J.A. PAYNE, to me personally known, who being by me duly sworn, says that he is a VICE PRESIDENT of The Chase Manhattan Bank (National Association), that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My Commission Expires:

DELLA K. BENJAMIN
Notary Public, State of New York
No. 24-4659687
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1987